

SEED CAPITAL CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), dated _____, 201____ (the "Effective Date"), is between and among _____, an individual residing in the state of _____, for the purpose of carrying out the matters set forth herein (collectively "Client," "I", "you," or "your"), and Seed Consulting, LLC., a Nevada Limited Liability Company DBA Seed Capital ("Consultant"), as per the terms below.

1. SCOPE AND DUTIES. Client hereby retains, hires and authorizes Consultant to provide consulting services in relation to obtaining credit lines ("Services") for Client and for assistance in applying and establishing credit accounts of behalf of Client and Client's business, including credit cards, lines-of-credit, loans or similar financial accounts (each an "Account" and collectively, "Accounts") with lenders ("Lenders"). Consultant may review the creditworthiness of Client by obtaining credit reports about Client or Client's business from appropriate sources. Client hereby authorizes Consultant to obtain, review and store such information. Client may also hire Consultant to provide additional consulting services including but not limited to: assistance with business entity organization, strategies to minimize interest and raise credit limits, declination reconsideration, techniques for transferring personal credit lines to business credit lines and assistance in obtaining a DUNS Number or other similar accounts.

2. TERM. This Agreement last shall one (1) year (the "Term") from the Effective Date.

3. FEES. Client agrees to allow Consultant to bill the following fees (collectively, the "Fees").

- a. Credit Review Fee:** Upon execution of this agreement, Client agrees to pay Consultant a Credit Review Fee in the amount of four hundred ninety-five dollars (\$495) by credit card. All fees will be paid in accordance with Section 5, below.
- b. Credit Establishment Fee:** Consultant agrees to bill the credit card supplied by Client a Credit Establishment Fee, equal to and not less than, twenty five hundred dollars (\$2,500.00), when and ONLY when Consultant has verified that new credit limits totaling more than the guaranteed minimum of \$50,000 have been issued to Client by Lenders. Consultant agrees that if the aggregate credit limit of the Revolving Credit Accounts established by Consultant result in said credit lines totaling less than the guaranteed minimum of \$50,000, Consultant will waive the Credit Establishment Fee, and refund the four hundred ninety-five dollar (\$495) Credit Review Fee. All fees will be paid in accordance with Section 5, below.
- c. Business Credit Consulting Fee:** A fee of twenty five hundred dollars (\$2,500.00) for Consulting with regards to matters of Liquidation of Credit Lines, Strategies to Minimize Interest Payments, Strategies to Increase Credit Limits, Personal to Business Credit Reallocation, Supply Credit Accounts, Establishment of a Dunn & Bradstreet DUNS Number/Paydex Score shall be billed to the credit card supplied by Client 7 days from the date the Credit Establishment Fee is billed. The consulting services will be provided for a period of twelve (12) months from the effective date of this agreement. All fees will be paid in accordance with Section 5, below.
- d. Interest Rates and Credit Terms:** Consultant will make best efforts to provide accurate rate information with regards to new credit accounts, however, can make no guarantee as to the set forth interest rate(s) and or terms in which credit may be granted to Client.
- e. Competition of Credit Applications:** Client grants Consultant the right to act on their behalf for the sole purpose of obtaining credit accounts for Client. Client grants permission to Consultant to represent Client on written, online and phone credit applications and/or other

such applications. The Credit Establishment Fee is not contingent on Client's need or lack thereof for the credit lines and, as such, Client may not cancel, withdraw, intentionally cause to be denied, or fail to follow-through on credit applications in a timely matter. If client fails to provide Consultant with a denial statement from each Lender within 12 days of each credit application's submission date Consultant will consider Client's lack of production to be Client's personal certification that said credit lines were approved. The average amount of said credit lines shall be calculated into the total credit obtained and if the minimum guaranteed aggregate credit limit is achieved, the Credit Establishment Fee will be billed as of the terms of this Agreement and is non-refundable.

- f. Credit Line Reporting:** Client understands that Consultant does not control how Lenders choose to report any account. Any Lender may choose to report any Credit Lines that are personally guaranteed to any of the Business or Personal Credit Bureaus at any time. Consultant in no way guarantees that the credit lines the Client receives from that the issuing Lender will not Report or choose to report to personal credit in the future.
- g. Credit Line Adjustments:** Client understands that there is always the remote possibility that a lender may lower Client's credit limit or take some other type of adverse action after Client is granted credit, either arbitrarily or because of deterioration in Client's credit rating or perceived creditworthiness. Client understands that such decisions are out of Consultant's control and Consultant will not issue any refunds.

4. CLIENT COVENANTS. At all times during the term of this Agreement Client agrees to:

- a.** Be truthful with Consultant and Lenders, and provide complete and accurate information with regards to but not limited to credit history, personal income, household income, business income, projected income, and ability to repay loans to the best of Client's knowledge.
- b.** Provide accurate payment information in a timely manner when amounts are due hereunder and thereafter, including Section 5, in a timely manner.
- c.** Provide to Consultant all documentation, executed applications, notices, correspondence and or other information (collectively, "Account Information") within seven (7) days of the date received by or created by Client in connection with any Account.
- d.** Client agrees not to apply for or to establish any new credit accounts without the prior written approval of Consultant for a time period of 60 Days from the Effective Date of this Agreement. If Client's credit report shows new inquiries or new accounts without prior written approval, Client will be liable for the Credit Review Fee and the Credit Establishment Fee outlined in Section 3 of this Agreement.

5. COSTS AND EXPENSES; INVOICES; AND PAST DUE AMOUNTS.

- a.** All amounts due and or past due to Consultant will be billed at the appropriate time to Client's credit card. If for any reason Consultant is not able to collect fees due for service rendered Consultant will attempt to bill Clients credit card up to 5 times. Any bill left unpaid for more than 5 days shall be cause for Consultant to suspend provision of Services.
- b.** Client agrees that Consultant may use the Credit Card provided on the Credit Card Authorization Forms for miscellaneous fees (not more than One Hundred Dollars (\$100)) associated with updating credit reports, credit report security and monitoring.

6. SUSPENSION/TERMINATION OF CONSULTING SERVICES.

- a. Consultant has the right to suspend Services by providing Client with five (5) days written notice of Client's failure to pay Consultant or any other breach of this Agreement. Such suspension shall continue until the breach is cured or this Agreement is terminated.
- b. Consultant may terminate this Agreement effective immediately upon breach of this Agreement by Client. Client may terminate this Agreement only if a material breach of this Agreement remains uncured by Consultant for more than thirty (30) days.
- c. Client shall not be entitled to any reimbursement, refund, or return of any amounts paid to Consultant as a result of the termination of this Agreement by Consultant or by the request for Cancellation of this agreement after the Effective Date by Client for any other reason(s) than those explicitly described in Section 3 of this Agreement.

7. SURVIVAL. Notwithstanding any termination of this Agreement, suspension of Services or expiration of the Term, the terms hereof which by their nature are to survive termination, including, without limitation, Sections 3, 4, 5, 7, 8, 9, 10, 11,12 and 13 shall survive indefinitely.

8. INDEMNIFICATION. Client shall indemnify, defend and hold Consultant, and Consultant's subsidiaries and affiliated companies, and their respective officers, members, managers, employees, agents and other representatives harmless from and against any and all claims, actions, suits, judgments, damages, losses, and expenses (including attorneys' fees) of whatsoever kind and nature imposed on, incurred by, or asserted against the Consultant by any third party, arising out of the Services or any breach by the Client of any covenant or other provision hereof.

9. CONFIDENTIAL INFORMATION. All terms, including all rights and obligations, of both Client and Consultant under any effective Non-Disclosure Agreement, entered into between Client and Consultant prior to the Effective Date shall be incorporated herein by reference and made a part hereof. Client agrees to keep all Consultant's business practices confidential to the best of their ability. Consultant may disclose at their sole discretion some or all of Client's credit and funding information to referring 3rd parties as deemed necessary by Consultant.

10. DISCLAIMERS. Client acknowledges that all business ventures have risks and can result in financial losses. Nothing in this Agreement, and nothing in Consultant's statements to Client, shall be construed as a promise or guarantee with regards to the future success of Client's business. Client acknowledges that Consultant is not a Law firm or a Tax firm and Consultant does not provide legal or tax advice.

11. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

12. ENTIRE AGREEMENT. This Agreement contains the full and complete agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties whether written or oral relating thereto, and may not be modified except by a written instrument executed by both of the parties.

13. DISPUTES. This Agreement shall in all respects be subject to the laws of the United States and the State of Nevada. If a dispute, controversy or claim arises out of or relates to this Agreement, or the breach thereof, the sole venue for dispute resolution will be the Superior Court of Las Vegas, Nevada.

14. CERTIFICATION: I certify that all of the information that I have provided is true and correct. I have made no misrepresentations of my personal or business information, nor did I omit any pertinent information. I understand that the potential lenders reserve the right to request documentation to support these statements including verification of the information provided in the applications by the Client, Consultant or by other means. I understand that I will be held personally responsible for any lines I choose to utilize or authorize any other person to utilize.

As part of the application and verification process, I authorize Consultant to provide potential lenders via phone, mail, fax, or internet with the information I have provided as part of the underwriting process.

I understand that my personal credit and/or business credit will be reviewed by potential lenders as part of the underwriting process and that this will result in numerous inquiries on my personal and business credit report.

This Agreement will not take effect and Consultant will have no obligation to provide the Services, unless and until Client returns to Consultant a signed, notarized copy of this Agreement and any Fees are successfully paid for the Services as per the above.

I have read and understand this ENTIRE agreement. I agree to the fee schedule outlined in Section 3 and understand that I will be bound by this agreement and will be billed for services accordingly.

CLIENT and GUARANTOR:

By: _____
Signature of Authorized Signatory

Printed Name: _____

Social Security Number: _____

Business Name: _____

Title: _____

Effective Date: _____

NOTARY INFORMATION AND SEAL

State of _____ County of _____

This instrument was acknowledged before me on:

Date: _____ By: _____

Signature of Notary Public _____

Notary Public, State of _____ My commission expires _____

Notary Cell Phone # for Confirmation of Authenticity _____



1707 Village Center Circle STE 200
Summerlin, NV 89134
Phone- 866-988-7333

Return by Mail or FAX TO: 1-866-713-6206

Before Returning This Form Make Sure You Have:

- Signed with the credit card holder's signature on the line indicated.
- Included a photocopy of the front and back of the signed credit card.
- Include a copy of your state issued ID card, with your photo, or drivers license and signature

Credit Card Authorization Form
(NO DEBIT CARDS)

I, _____, hereby authorize Seed Capital Corp. to charge my credit card for the following charges in

The amount of \$495.00 - (Credit Review fee) Date of charge: _____

Type of Card: Visa MasterCard American Express Discover

Card Number: _____ Limit: _____ Current Bal: _____

Expiration Date: _____ CVV2 (last 3 on back of card): _____

Credit Card Billing Information

Name as it appears on card: _____

Statement Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Being the cardholder or authorized signer, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Seed Capital Corp. to charge my credit card when appropriate.

Cancellation/Refund Policy: I understand that once the guaranteed level of funding is met, this agreement is no longer subject to cancellation. Therefore, I will not be entitled to a refund for any fees paid to Seed Capital.

Authorized Signature Date: _____



1707 Village Center Circle STE 200

Summerlin, NV 89134

Phone- 866-988-7333

Return by Mail or FAX TO: 1-866-713-6206

Before Returning This Form Make Sure You Have:

- Signed with the credit card holder's signature on the line indicated.
- Confirmed that the Card is a Credit Card Not a Debit Card.

Credit Card Authorization Form

(NO DEBIT CARDS)

I, _____, hereby authorize Seed Capital Corp. to charge my credit card for the following charges in

The amount of \$2,500.00 - Date of charge: _____

Type of Card: Visa MasterCard American Express Discover

Card Number: _____ Limit: _____ Current Bal: _____

Expiration Date: _____ CVV2 (last 3 on back of card): _____

Credit Card Billing Information

Name as it appears on card: _____

Statement Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Being the cardholder or authorized signer, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Seed Capital Corp. to charge my credit card when appropriate.

Cancellation/Refund Policy: I understand that once the guaranteed level of funding is met, this agreement is no longer subject to cancellation. Therefore, I will not be entitled to a refund for any fees paid to Seed Capital.

Authorized Signature Date: _____



Seed Capital Program Do's and Don'ts:

Congratulations on your decision to enroll in the Seed Capital Business Credit Program!
Here are some very important guidelines for the application phase of the program.

1. Do not apply for ANY new credit cards, credit lines, loans, or installment accounts, bank accounts, car loans, utilities (Direct TV, Cable, Cell Phone), or any other company that needs your social security number and will check your credit.

a. This will place new inquiries on your credit report. Having too many inquiries may disqualify you from our program. **Initial** _____

2. Do not apply for a new mortgage or refinance an existing mortgage.

a. Again, this will create new inquiries on your credit and disable us from being able to guarantee our services. **Initial** _____

3. Do not increase your debt levels beyond their current amounts or let your Credit Card balances exceed 45%. Do not attempt to increase your credit limits, as that will initiate a new credit inquiry.

a. High balances on credit cards are viewed by the banks as high credit risks. Do not increase your credit card balances. If you have lines over 50%, they will need to be paid down under 45% (30% in some cases) and then the balances will need to be updated with the credit bureaus. This can take up to two weeks and must be completed before we can submit any applications on your behalf. **Initial** _____

4. Do not acquire new derogatory items on your credit report. These include late payments, liens, judgments, public records, collections or high balances.

a. People with derogatory items on their personal credit obtain lower approvals than people with perfect credit. In some cases, new derogatory items can disqualify you from the program altogether. **Initial** _____

5. Do contact your CRM if you really need to get an inquiry on your credit.

a. In certain cases, one inquiry may not hurt our process, but you need to obtain permission from our credit review department. **Initial** _____

Client Signature:

X _____ DATE: _____

By signing this document, I certify that I understand that I can not apply for new credit resulting in any new inquiries on my personal credit report during the application phase (4 months) of the Seed Capital Business Credit Program. In the event that I do initiate a new inquiry on my credit without written permission, I will be in breach of contract and will be held liable for the entire cost.



*** Please use the checklist below to verify your file is complete before submission.***

Document Checklist:

- **Completed Consulting Agreement (Notarized)**
- **Completed Online Information Form** (located at www.seedcapitalcorp.com/form)
- **Completed Credit Card Authorization Forms**
(Used for both the Credit Establishment Fee and the Consulting Fee)
- **Copy of Driver's License** (Front and Back of License)
- **Copy of Credit Card used for Billing** (Front and Back of card)

***Once you have verified that all the required documents are in order, please fax them, along with this signed checklist and the signed DO's and DON'Ts form to**

FAX: 1-866-713-6206

Client Signature:

X _____ DATE: _____



WHAT TO EXPECT DURING THE SEED CAPITAL APPLICATION PHASE:

- You may receive some phone calls from Banks and Lending Institutions. They are most likely calling you to verify some basic information to verify your identity and that you have a legitimate business. They may ask things like your social security number, business address, EIN number and your home address.
 - You may receive some decline letters in the mail. Banking guidelines have gotten a lot tighter so banks are being a lot more conservative in their approvals. During the consulting phase of the program we will consult you on how to get the declinations overturned in most cases.
 - You may receive some letters in the mail from Transunion, Equifax, and Experian stating that your credit has been locked or unlocked. This is all part of our process in which we strive to protect your credit profile from unnecessary inquiries.
 - You may be asked to follow up with some of our lending partners to inquire on your application status or to provide them with more information. Please make sure that you follow up with them the same business day or within 24 hours.
- * The Seed Capital Program is very systematic so please keep in mind that these applications are time sensitive and need to be followed up on expeditiously to insure the best possible results.*

Thank you for your cooperation,

The Seed Capital Team

The Sky is the Limit... We are the Ground.



FAX TO

866-713-6206

TO:		FROM:	
FAX:	866-713-6206	FAX:	
PHONE:	866-988-7333	PHONE:	
SUBJECT:	Seed Capital Contract	DATE:	
COMMENTS:			

1707 Village Center Circle STE 200, Summerlin NV, 89134
Phone 866-988-7333 Fax 866-713-6206
www.SeedCapital.com